

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:

Hazardous Material Handler Mechanic

Hazardous Material Handler Helper -

0-500 Working Hours

501-1500 Working Hours

1501-3000 Working Hours

Over 3000 Working Hours

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO,
SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

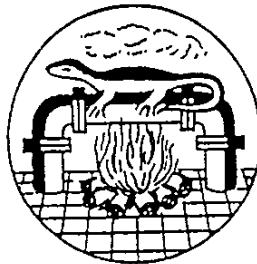
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HOL

MAINTENANCE AGREEMENT

**SOUTHERN CALIFORNIA CHAPTER
WESTERN INSULATION
CONTRACTORS ASSOCIATION
and
LOCAL NO. 5
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
and ASBESTOS WORKERS**

**Effective October 19, 1998
to October 8, 2001**



between the Western States Conference and Western Insulation Contractors Association Central Labor Committee, the Western States Asbestos Pension Plan, the Western States Individual Account Plan, and the Western States Asbestos Health Plan, and any amendments thereto.

SECTION VIII EMPLOYEE MEDICAL MONITORING

1. At all times during the term, or any extended term, of this Agreement, the Employer shall contribute to the Heat & Frost Insulators and Asbestos Workers Health & Welfare Fund, Pasadena, California \$.23 per hour for each hour worked by Employees covered by this Agreement. This contribution shall be utilized by the Health & Welfare Fund to provide medical monitoring for employees represented under this agreement including but not limited to physical examinations, x-rays, physical opinions, record retention, and the supplying of documentation to the Employer, as required by current or future Federal and State of California Regulations.

2. The contribution rate provided for above may be increased or decreased by action of the Health & Welfare Fund Trustees on 90 days written notice to the Employer.

SECTION IX EMPLOYEE TRAINING/CERTIFICATION

At all times during the term or any extended term of this Agreement, the Employer shall contribute, as provided in the Asbestos Abatement Training Trust Agreement for Maintenance Agreement,

not to exceed twenty two cents (\$.22) per hour for each hour worked by Employees covered by this Agreement. These contributions shall be utilized by the Administrative Committee, through its Management Committee, to provide, through agreement with the Joint Apprenticeship Committee, or otherwise, Employee Training and Training Certifications as required by current or future Federal, State of California, and local laws, ordinances or regulations. Any costs in excess of twenty two cents (\$.22) per hour for such contributions shall be borne by the Union.

SECTION X OVERTIME AND HOLIDAYS

1. All labor in excess of forty (40) hours per week, or eight (8) hours per work day and observed holidays, shall be known as overtime and shall be paid for at one and one-half (1-1/2) times the rate of wages if ordered by the Employer. The observed holidays are: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Such holidays shall be observed on days to coincide with national observance of the holidays. No work shall be performed on Labor Day, except in special cases of emergency and then only when triple (3) time is paid. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

2. If the observed holidays are not compatible with the customer's holidays, adjustments are possible by mutual agreement between the Employer and the Union.